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From - De  
**DREBOIS, SYLVAIN**  
NATIONAL CAPITAL REGION  
REGION DE CAPITALE NATIONALE  
384 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-960-4981  
FAX:

Supply Arrangement Solicitation/Contrats  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner 19024 19024 15 8344	Reproduction No. - Numéro 19024 15 8344	Page 1 de 11
Request for proposal - Demande de proposition <input type="checkbox"/> Contract - Contrat <input checked="" type="checkbox"/> Amendment - Amendement <input type="checkbox"/>	Description <b>INTERNAL AUDIT BRANCH DEPARTMENT OF JUSTICE CANADA ATT: MADINE GRAVELLE (613-670-6429) 99 BANK ST 11TH FLOOR OTTAWA ON K1A 0H8 CANADA</b>	Description of goods or services to be supplied - Description des biens ou services à fournir To be supplied by - À fournir par <b>DREBOIS, SYLVAIN 613-960-4981</b>
Unless otherwise indicated herein by the Crown, all prices shall be in U.S. dollars and include applicable Canadian taxes, duties and excise taxes. The Goods and Services Tax (GST) is included in all prices. GST is also applicable to the unit price. GST is included in the total estimated price. Prices include packing, packaging and delivery charges. All prices, including the unit price, shall be inclusive of applicable taxes, duties and excise taxes. See the Supply Arrangement.		
A moins d'indication contraire dans les présentes, tous les prix seront en dollars américains, les droits de douane, les droits de douane et les taxes d'excise applicables. Les taxes sur les produits de consommation (TPS) sont incluses dans tous les prix. La TPS est applicable aux prix unitaires et au prix total. La TPS est incluse dans le prix unitaire. Les prix comprennent les frais d'emballage, les frais de livraison et les frais de transport. Les prix comprennent les taxes sur les produits de consommation, les droits de douane et les taxes d'excise. Voir l'Arrangement en matière d'approvisionnement.		
All prices, including the unit price, shall be inclusive of applicable taxes, duties and excise taxes. See the Supply Arrangement.		
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- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
- The terms and conditions set out in the Request for Proposal (RFP) and the Supply Arrangement, as amended, shall apply to the contract.

Item Article	Description	From - De N.A.M. (C)	To - À N.A.M. (C)	Contract Code Code du contrat	No. of Days N° de jours	Rate / A Unit Taux / Unité	QTY Q.T.	EST Total Total EST	Total
1	<b>Procurement PART 6 - RESULTING CONTRACT CLAUSES</b>  <b>6.1 Security Requirements</b>  The following security requirements related clauses apply and form part of the Contract.  <b>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PROSC FILE COMMON-PS-001182</b>								

Description - Description At - À 19024	The tenderer offers and agrees to sell and supply to the Minister, under the terms and conditions set out herein, including the attachments hereto, the goods and services listed herein and any other goods and services as may be required by the Minister. The tenderer shall be responsible for the delivery of the goods and services to the Minister.	The tenderer offers and agrees to sell and supply to the Minister, under the terms and conditions set out herein, including the attachments hereto, the goods and services listed herein and any other goods and services as may be required by the Minister. The tenderer shall be responsible for the delivery of the goods and services to the Minister.
Name and address of Vendor - Nom et adresse du fournisseur <b>ELIAD CANADA INC. 3-361 DALY AVE OTTAWA ON K1N 6G8 CANADA Phone:</b>	The tenderer offers and agrees to sell and supply to the Minister, under the terms and conditions set out herein, including the attachments hereto, the goods and services listed herein and any other goods and services as may be required by the Minister. The tenderer shall be responsible for the delivery of the goods and services to the Minister.	The tenderer offers and agrees to sell and supply to the Minister, under the terms and conditions set out herein, including the attachments hereto, the goods and services listed herein and any other goods and services as may be required by the Minister. The tenderer shall be responsible for the delivery of the goods and services to the Minister.
Vendor No. - Numéro du fournisseur <b>131613</b> (613) 960-1111 (613) 960-1111	The tenderer offers and agrees to sell and supply to the Minister, under the terms and conditions set out herein, including the attachments hereto, the goods and services listed herein and any other goods and services as may be required by the Minister. The tenderer shall be responsible for the delivery of the goods and services to the Minister.	The tenderer offers and agrees to sell and supply to the Minister, under the terms and conditions set out herein, including the attachments hereto, the goods and services listed herein and any other goods and services as may be required by the Minister. The tenderer shall be responsible for the delivery of the goods and services to the Minister.



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Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Designation Code Date complétion	No. of Lines N° de lignes	Pass / Col. Limit Taux / Col. limite	ESTC S.T.P.C.	EST Total Total S.T.P.C.	Total
	<p>1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>4. The Contractor/Officer must comply with the provisions of the:</p> <p>a) Security Requirements Check List and security guide (if applicable)</p> <p>b) Industrial Security Manual (Latest Edition).</p> <p>6.2 Statement of Work</p> <p>This Contract is being issued for the requirement of Professional Services of Leadership Development Consultants for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).</p> <p>The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p>6.3 Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>6.3.1 General Conditions</p> <p>2018R (2018-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>6.4 Term of Contract</p> <p>6.4.1 Period of the Contract</p> <p>The Work is to be performed during the period of Contract award to March 31, 2017.</p> <p>6.5 Authorities</p>								

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Item Article	Description	Form: DS 1-A DS 2-3	Tab: 4 1-A DS 2-3	Compteur Code Code compteur	No. of Days N° de jours	From: Date Date: From: Date	EST % EST %	EST Total Total EST	Total
6.5.1	<p><b>Contracting Authority</b> The Contracting Authority for the Contract is:</p> <p>Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p>								
6.5.2	<p><b>Technical Authority</b> The Technical Authority for the contract is:</p> <p>Inanc Yasar Chief Audit Executive 89 Bank Street, 11th Floor Ottawa, Ontario K1A 0H8 Telephone : 613-970-6434 E-mail : inanc.yasar@justice.gc.ca</p> <p>The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p>								
6.6	<p><b>Proactive Disclosure of Contracts with Former Public Servants</b></p> <p>By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2013-2 of the Treasury Board Secretariat of Canada.</p>								
6.7	<p><b>Payment</b></p>								
6.7.1	<p><b>Basis of Payment</b></p>								

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Item Article	Description	From - De Y A M D-J	To - À Y A M D-J	Estimate Code Code d'estimation	No. of Days N° de jours	Price Incl. Unit Prix/Unité Incluse	GST % % TPS	GST Total Total TPS	Total
	<p>Payment for the work performed by Julie Franciaco shall be made on the following basis:</p> <p>All inclusive hourly rate: \$122.22 Up to a maximum of 29.75 hours for the period ending March 31, 2016 and up to a maximum of 29.75 hours for the period ending March 31, 2017</p> <p>6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$13,322.89. Customs duties are included and Applicable Taxes are extra.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <p>a. when it is 75 percent committed; or b. four (4) months before the contract expiry date; or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</p> <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.9 Method of Payment</p> <p>6.9.1 Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <p>a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</p> <p>b) all such documents have been verified by Canada;</p>								

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	<p>c) the work performed has been accepted by Canada.</p> <p>6.9.2 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2015 General Conditions - Higher Complexity, Services (2015-09-25) forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2015 General Conditions - Higher Complexity, Services (2015-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>6.10 Accounts and Audit</p> <p>1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p>								
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Item Article	Description	Proc. De Y.A.M.D.-1	To - À Y.A.M.D.-2	Contract No. C.N.-contrat	No. of Lines N° de Lignes	Base /M. Unit Taux/Mat. Unité	GST % STPS	GST Total Total STPS	Total
	<p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>6.11 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>6.12 Invoicing Instructions</p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address : Nadine Gravelle - Administrative Coordinator 25 Bank Street, 11th Floor - Room 1172 Ottawa, Ontario K1A 9B8</p> <p>Electronic copy to: nadine.gravelle@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p>6.13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario</p> <p>6.14 Priority of Documents</p>								

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Item Article	Description	Item - No Y.A.M.C.-J	Item - A Y.A.M.C.-J	Contract Code Code contractuel	No. of Days N° de jours	Price Unit / Unit Taux/Unité, \$/Unité	EST % NTP%	EST Taxes Taux TPS	Taxes
	<p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement; (b) the general conditions 2010B (2015-01-09) ; (c) Annex A, Statement of Work; (d) Supply Arrangement Number E602T-120001/28/37 (the "Supply Arrangement"); and (e) the Contractor's bid dated October 16, 2015</p> <p>6.15 Translation of Documentation</p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>6.16 Replacement of Specific Individuals</p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p>								

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Item Article	Description	Form - De F-A-M-D-J	So - A F-A-M-D-J	Contract Code Code des contrats	No. of Pages N° de pages	Price / Unit Prix / Unité	EST % EST %	EST Total Total EST	Total
4.17 Ownership	<p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p>								
4.18 Government of Canada Web Standards	<p>Use the following clauses in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.</p> <p>The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.</p> <p>In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise.</p>								
4.19 Liability	<p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property).</p>								

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Item N°	Description	From: De Y-4-M-D-J	To: À Y-4-M-D-J	Commodity Code Code de désignation	No. of Days N° de jours	Part. Suppl. Unit Part. Suppl. Unit	EST % % EST	EST Total Total EST	Total
	<p>caused as a result of or during the performance of the Contract.</p> <p><b>6.20 Intellectual Property Infringement and Royalties</b></p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <p>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</p> <p>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</p> <p>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</p> <p>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the</p>								

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Item Article	Description	From: De Y-A M D-J	To: À Y-A M D-J	Assignment Code Code assignation	No. of Days N° de jours	Total Net Price Total/Prix Net	GET % GET%	GET Total Total GET	Total
	<p>Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li> </ul> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX "A": STATEMENT OF WORK</p> <p>1.1 TITLE Coaching and Facilitation Services</p> <p>1.2 OBJECTIVES The need is for an Organizational and Development Specialist and Certified Organization and Relationship Systems Coach, and a certified Lucina Learning practitioner, with recent experience working in the federal public service and extensive experience in successfully delivering coaching to both groups and individuals, and in using the Lucina Leader and Lucina Spark tools to support organizational change, transition management and team building.</p> <p>1.3 BACKGROUND The Internal Audit Services (IAS) of Justice Canada have experienced a high number of changes in the past year and the desire is to assist senior management with transition management, organizational change and team building to restore and to support a collaborative work culture within the Internal Audit Services Team.</p> <p>1.4 SCOPE The Chief Audit Executive (CAE) is requesting coaching for her direct reports, including two new directors who will be in place shortly, group coaching and team building for the entire IAS staff including management and where requested by the CAE a psychometric assessment to help identified staff become more self-aware of their own communication and work style and how it impacts the team.</p> <p>1.5 TASKS The tasks will include:</p> <ul style="list-style-type: none"> <li>o Focus groups</li> <li>o Individual interviews</li> </ul>								

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Government of Canada / Gouvernement du Canada		Supply Arrangement Solicitation/Contrat Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
Item Article	Description	From - De Y & M D	To - À Y & M D	Commodity Code Code catégoriel	No. of Days N° de jours	Price Max. Limit Taux/Mt. Max.	QTY %TPE	QTY Total Total TPE	Total
	<ul style="list-style-type: none"> <li>Individual coaching</li> <li>Group coaching</li> </ul>								
	1.6 MEETINGS The resources will be required to attend meetings at the Department of Justice in the National Capital Region.								
00010	Coaching Services	2015.11.08	2017.03.31	19024			138	888.84	7,475.49
00020	Coaching Services	2015.11.08	2017.03.31	19024			138	888.84	7,475.49
	Financial Codes Codeage financier 0130-15000-13--3750 -4810 Amount Montant 13,223.10 ===== The currency of this P.O. is - La devise de ce bon est : CAD								
XZ 2100-11 (07/2009)				Requester No. / Demande Ord. Off - Sur commande 19024 13 9144				Page 11	of 36



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Supply Arrangement Solicitation/Contrat

Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

<p>From - De: <b>DESROIS, SYLVAIN</b>  <b>NATIONAL CAPITAL REGION</b>  <b>REGION DE CAPITALE NATIONALE</b>  <b>284 WELLINGTON ST</b>  <b>OTTAWA ON K1A 0H8</b>  <b>CANADA</b>  <b>PHONE: 613-960-4881</b>  <b>FAX:</b></p>		<p>Date of solicitation - Date de l'invitation à soumissionner          (1) and (2) below will form part of this          Les clauses 1 et 2 ci-dessous font partie du document de :</p>		<p>Accession No. - Numéro          Code de notice - Numéro  <b>19040</b></p>		<p>Req. No. - No. de requête          Ord. No. - No. de commande  <b>19040</b></p>		<p>Yr. - An.  <b>15</b></p>		<p>Ser. No. - N° de série  <b>9268</b></p>		<p>Page <b>1</b> of <b>11</b></p>	
<p>Request for proposal <input type="checkbox"/> Demande de proposition          Contract <input checked="" type="checkbox"/> Contrat          Amendment <input type="checkbox"/> Modification</p>		<p>RESEARCH AND STATISTICS DIVISION          DEPARTMENT OF JUSTICE CANADA          ATT: LOUISE FREITAS 613-957-9632          284 WELLINGTON, 6TH-6072          OTTAWA ON K1A 0H8          CANADA</p>		<p>RESEARCH AND STATISTICS DIVISION          DEPARTMENT OF JUSTICE CANADA          ATT: LOUISE FREITAS 613-957-9632          284 WELLINGTON, 6TH-6072          OTTAWA ON K1A 0H8          CANADA</p>		<p>Accession No. - Numéro          Code de notice - Numéro  <b>19040</b></p>		<p>Req. No. - No. de requête          Ord. No. - No. de commande  <b>19040</b></p>		<p>Yr. - An.  <b>15</b></p>		<p>Ser. No. - N° de série  <b>9268</b></p>	
<p>These terms and conditions apply to the Goods, as prices are to be in Canadian funds and include applicable Canadian postage and other taxes. The Goods and Services Tax (GST) is included in the unit prices. GST is also applicable to the unit price. GST is included in the unit price. Please include packing, handling and any F.O.B. including of delivery charges (including) shipping charges (including) taxes and other applicable taxes and the Supply Arrangement.</p>		<p>These terms and conditions apply to the Goods, as prices are to be in Canadian funds and include applicable Canadian postage and other taxes. The Goods and Services Tax (GST) is included in the unit prices. GST is also applicable to the unit price. GST is included in the unit price. Please include packing, handling and any F.O.B. including of delivery charges (including) shipping charges (including) taxes and other applicable taxes and the Supply Arrangement.</p>		<p>These terms and conditions apply to the Goods, as prices are to be in Canadian funds and include applicable Canadian postage and other taxes. The Goods and Services Tax (GST) is included in the unit prices. GST is also applicable to the unit price. GST is included in the unit price. Please include packing, handling and any F.O.B. including of delivery charges (including) shipping charges (including) taxes and other applicable taxes and the Supply Arrangement.</p>		<p>These terms and conditions apply to the Goods, as prices are to be in Canadian funds and include applicable Canadian postage and other taxes. The Goods and Services Tax (GST) is included in the unit prices. GST is also applicable to the unit price. GST is included in the unit price. Please include packing, handling and any F.O.B. including of delivery charges (including) shipping charges (including) taxes and other applicable taxes and the Supply Arrangement.</p>		<p>These terms and conditions apply to the Goods, as prices are to be in Canadian funds and include applicable Canadian postage and other taxes. The Goods and Services Tax (GST) is included in the unit prices. GST is also applicable to the unit price. GST is included in the unit price. Please include packing, handling and any F.O.B. including of delivery charges (including) shipping charges (including) taxes and other applicable taxes and the Supply Arrangement.</p>		<p>These terms and conditions apply to the Goods, as prices are to be in Canadian funds and include applicable Canadian postage and other taxes. The Goods and Services Tax (GST) is included in the unit prices. GST is also applicable to the unit price. GST is included in the unit price. Please include packing, handling and any F.O.B. including of delivery charges (including) shipping charges (including) taxes and other applicable taxes and the Supply Arrangement.</p>		<p>These terms and conditions apply to the Goods, as prices are to be in Canadian funds and include applicable Canadian postage and other taxes. The Goods and Services Tax (GST) is included in the unit prices. GST is also applicable to the unit price. GST is included in the unit price. Please include packing, handling and any F.O.B. including of delivery charges (including) shipping charges (including) taxes and other applicable taxes and the Supply Arrangement.</p>	

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
 Le "ministère" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in the Supply Arrangement Serial No. **8802T-120001/504/2T** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
 Les conditions figurant dans l'Arrangement en matière d'approvisionnement (ASAP), conclu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et des Services gouvernementaux Canada, et portait le numéro d'ordre **8802T-120001/504/2T** sont incorporées dans les présentes.

Item Article	Description	Price Prix	To - A De - À	Configuration Code Code de configuration	No. of Units N° de unités	Unit Price Prix unitaire	GST % Taux de TPS	Total Price Prix total	Total Total
	<p>PROCESSES            PART 5 - RESULTING CONTRACT CLAUSES</p> <p>6.1 Security Requirements</p> <p>6.1.1 There is no security requirement applicable to this Contract.</p> <p>6.2 Statement of Work</p>								

<p>Solicitation/Contrat - L'invitation à soumissionner/portée de l'ASAP          Ar - A <b>00-00-00</b></p>		<p>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and services listed herein and on any attached sheets which, subject to the above, shall be supplied by the Vendor at the price indicated on the offer to sell.</p>		<p>These goods or services are to be supplied to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and services listed herein and on any attached sheets which, subject to the above, shall be supplied by the Vendor at the price indicated on the offer to sell.</p>	
<p>On - to          Nom et adresse du vendeur - Nom et adresse du fournisseur  <b>752126 CANADA INC.</b>  <b>1415 PAUL ANKA DR</b>  <b>OTTAWA ON K1V 9E6</b>  <b>CANADA</b>  <b>Phone: 613-523-5665</b></p>		<p>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and services listed herein and on any attached sheets which, subject to the above, shall be supplied by the Vendor at the price indicated on the offer to sell.</p>		<p>These goods or services are to be supplied to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and services listed herein and on any attached sheets which, subject to the above, shall be supplied by the Vendor at the price indicated on the offer to sell.</p>	
<p>Vendor No. - Numéro du fournisseur  <b>141650</b></p>		<p>Phone No. - No. de téléphone  <b>613-523-5665</b></p>		<p>Signature  <b>Steve Minoregan</b>          Date  <b>Nov 15, 2015</b></p>	
<p>Your offer is accepted to the extent specified herein.          Votre offre est acceptée dans les limites spécifiées dans les présentes.</p>		<p>You are requested to supply as indicated herein.          Nous vous demandons de fournir comme indiqué dans les présentes.</p>		<p>Please return the signed copy forthwith.          Prière de nous renvoyer immédiatement une copie dûment signée.</p>	



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Supply Arrangement Solicitation/Contrat  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A 19 0-3	To - À Y-A M 1-1	Contract Code Code contrat	No. of Days n° de jours	Fee Not. Unit Taux/col. for	EST % MTR	EST Total Total TRS	Total
	<p>This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the MASTA threshold (including taxes, travel and living, amendments, etc.).</p> <p>The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p><b>6.3 Standard Clauses and Conditions</b></p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p><b>6.4 General Conditions</b></p> <p>2010S (2015-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p><b>6.5 Term of Contract</b></p> <p>The Work is to be performed during the period of Contract award to April 15, 2016.</p> <p><b>6.5.1 Option to Extend the Contract</b></p> <p>The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional 12 months periods under the same terms and conditions. The additional option period is as follows:</p> <p>Option: April 15, 2016 to March 31, 2017</p> <p>A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.</p> <p>B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.</p> <p><b>6.6 Authorities</b></p> <p><b>6.6.1 Contracting Authority</b></p> <p>The Contracting Authority for the Contract is:</p>								


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Und. Inv. - Inv. de commande  
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Fr. - Ann.  
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Est. No. - N° de devis  
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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Contract Code Code contrat	No. of Days N° de jours	Base Unit Price Taux Unité	ESTN ESTP	EST Total Total EST	Total
	<p>Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>5.6.2 Technical Authority The Technical Authority for the contract is:</p> <p>Alyson Maclean Deputy Director 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-957-9601 E-mail : alyson.macleam@justice.gc.ca</p> <p>The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p>6.7 Proactive Disclosure of Contracts with Former Public Servants By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.</p> <p>6.8 Payment</p>								

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Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Contract Code Code contrat	No. of Days N° de jours	Price Unit Taux/Prix Unité	UNIT %TFR	UNIT Total TFR	Total
6.8.1	<p><b>Basis of Payment</b></p> <p>Payment for the work performed by Catherine Saget-Reynolds shall be made on the following basis:</p> <p>All inclusive hourly rate: \$260.00 Up to a maximum of 30 hours for the financial period ending March 31, 2016.</p> <p><b>6.8.2 Authorized Travel and Living Expenses</b> Canada will not pay any travel or living expenses associated with performing the work.</p> <p><b>6.8.3 Limitation of Expenditure</b> Canada's total liability to the Contractor under the Contract must not exceed \$7,500.00. Customs duties are included and Applicable Taxes are extra.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority writing as to the adequacy of this sum:</p> <p>a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</p> <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>6.9 Method of Payment</b></p> <p><b>6.9.1 : Monthly Payment</b> Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <p>a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</p>								

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Supply Arrangement Solicitation/Contrat:  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y.A.M.D.J.	To - À Y.A.M.D.J.	Contract Code Code contrat	No. of Days N° de jours	Price / Val. Limit Taux/Val. limite	GST % WTPS	GST Total Total TPS	Total
	<p>b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada.</p> <p><b>6.9.2 Payment by Direct Deposit</b></p> <p>Payments by direct deposit will be subject to Article 16 # Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions # Higher Complexity, Services (2014-09-25) forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/external-inscri.html">http://www.justice.gc.ca/eng/contact/external-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 # Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions # Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>6.10 Accounts and Audit</b></p> <p>1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p>								
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Item Article	Description	Item - No Y A M D J	Y - A Y A M D J	Contract Code Code de signature	No. of Days N° de jours	Page No. / Page Total / Total	EST EST	EST Total Total EST	Page 6
	<p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>6.11 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>6.12 Invoicing Instructions</p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address: Louise Freitas Principal Administrator 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-957-9632</p> <p>Electronic copy to: louise.freitas@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p>6.13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario</p>								
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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Assigned Code Code assignataire	No. of Days N° de jours	Base Val. Limit Valeur/Plaf. Bénéf.	GS1% % TPS	GS1 Total Total TPS	Total
	<p><b>5.16 Priority of Documents</b></p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-05) ; (c) Annex A, Statement of Work; (d) Basis of payment (refer to clause 5.8) ; (d) Supply Arrangement Number B652T-120001/504/ET (the "Supply Arrangement"); and (e) the Contractor's bid dated July 23, 2015</p> <p><b>5.19 Translation of Documentation</b></p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>6.20 Replacement of Specific Individuals</b></p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve</p>								
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Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	Item - Ex Y.A.M.D.U.	To - A Y.A.M.D.U.	Designation-Code Code désignatoire	No. of Days N° de jours	Price/Unit Prix/Unité	GST % STP%	GST Total Total STP	Task
	<p>The Contractor from its responsibility to meet the requirements of the Contract</p> <p><b>6.21 Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>6.22 Government of Canada Web Standards</b></p> <p>Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a Department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.</p> <p>The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.</p> <p>In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the Department or agency's Web Standards Centre of Expertise.</p> <p><b>6.24 Liability</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically</p>								

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Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats


Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Contractor Code Code fournisseur	No. of Items N° de lots	Price/Unit/Link Prix/Unité/Link	GST % TPS	GST Total Total TPS	Total
	<p>incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>6.25 Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <p>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</p> <p>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</p> <p>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</p> <p>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so,</p>								

GC 5200-11 001/2000

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 Government of Canada Gouvernement du Canada		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
Item Article	Description	From - De Y A M D-J	To - À Y A M D-J	Commodity Code Code des marchandises	No. of Days N° de jours	Price / Unit Prix/Unité	GST %	GST Total Total GST	Total
	<p>it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>ANNEX "A": STATEMENT OF WORK</p> <p>STATEMENT OF WORK</p> <p>1. TITLE Leadership Coaching Services</p> <p>2. OBJECTIVE To obtain coaching services for professional development.</p> <p>3. BACKGROUND STATEMENT As part of professional development and learning plans, the Department of Justice Canada, Research and Statistics Division, wishes to engage the services of a professional coach.</p> <p>4. REQUIREMENT DESCRIPTION As part of professional development and learning plans, the services of a professional coach will be required.</p> <p>4.1 Scope Primary activities include structure and custom-designed coaching programs, coaching conversations, client coaching practices, and between meeting follow up, at the client's discretion. Coaching conversations will be held in person or by phone at the clients' convenience.</p> <p>4.2 Tasks / Detailed Services There will be a total of 30 hours of coaching services (roughly 20 coaching conversations of 1.5 hours each at approximately three week intervals).</p>								

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**s.20(1)(c)**

DENVER Resources Inc.





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Resulting Contract Clauses  
E60ZT-120001/501/ZT

## 1. Security Requirement

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

## 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

## 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

## 4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 5. Term of Contract

### 5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

## 6. Authorities

s.19(1)



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Canada

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### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort  
Contracting and Materiel Officer  
Department of Justice Canada  
284 Wellington Street - EMB Room 1239  
Ottawa, ON K1A 0H8  
Telephone: 613-952-2243  
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.2 Project Authority

The Project Authority for the Contract is:

Marie Josée Thivierge  
ADM Management & CFO Sector  
Department of Justice Canada  
275 Sparks Street, SAT - 9101  
Ottawa, Ontario K1A 0H8  
Telephone: 613-907-3704  
E-mail address: [marie-josée.thivierge@justice.gc.ca](mailto:marie-josée.thivierge@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.3 Contractor's Representative

[REDACTED]  
108 Duford street  
Ottawa ON K1S 2C4  
Telephone: [REDACTED]  
Email: [REDACTED]

K1L 6Z6

## 7. Payment

### 7.1 Basis of Payment

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CanadaMinistère de la Justice  
Canada

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The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]

Per Diem Rate: [REDACTED]

Consultant: [REDACTED]

Per Diem Rate: [REDACTED]

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
	D. Dennerly	Reporter (Optional)
Step I: Prepare	1 day	0.5 day
Step II: Design	3 days	0
Step III: Facilitate	2.5 days	2.5 days
Step IV: Document	0.5 day	2 days
Total:	7	5 days
Professional Fees:	\$11,200	\$4,000
<b>Myers-Briggs Type Indicator</b> On line tool including participant set-up, coordination and follow-ups. 40 participants X \$50 per participant	\$2,000.00	
Sub-total	\$17,200.00	
HST	\$2,236.00	
TOTAL	\$19,436.00	

## 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$17,200.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.





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### 7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b) The accuracy of the Contractor's time recording system.
  - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



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## 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette  
Senior Administrative Officer  
Business Centre – Corporate Services Branch  
Management & CFO Sector  
275 Sparks Street, SAT – 9031  
Ottawa Ontario, K1A 0H8  
Telephone: 613-698-8174  
E-mail: [lucie.frenette@justice.gc.ca](mailto:lucie.frenette@justice.gc.ca)

### 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



### **11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

### **12 Basis for Canada's Ownership of Intellectual Property**

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **13. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **14. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.





## 15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



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(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## **Annexe A – Statement of Work**

### **1. Title**

Facilitation Support for the Executive Retreat

### **2. Objective**

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

### **3. Deliverable**

#### **Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation**

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

#### **Step II: Develop Detailed Design**

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

#### **Step III: Facilitate**

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

#### **Step IV: Document**

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

s.19(1)  
s.20(1)(c)

<b>Government of Canada</b> <b>Gouvernement du Canada</b>		<b>Supply Arrangement Solicitation/Contract</b> <b>Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats</b>	
<b>Form - Doc</b> <b>SEAUVAIS-LEFORT, M</b> <b>NATIONAL CAPITAL REGION</b> <b>REGION DE CAPITALE NATIONALE</b> <b>184 WELLINGTON ST</b> <b>OTTAWA ON K1A 0H8</b> <b>CANADA</b> <b>PHONE: 613-952-2243</b> <b>FAX:</b>		<b>Request for quotation</b> <b>Demander de proposition</b> <b>Contract</b> <b>Contrat</b> <b>Arrangement</b> <b>Arrangement</b>	
<b>Class of Solicitation - Nature de l'invitation à soumissionner</b> <b>19270</b>		<b>Response No. - Numéro de réponse</b> <b>19270</b>	
<b>Class (1) and (2) items will be part of the contract - Les articles 1 et 2 constitueront une partie du contrat en :</b>		<b>Contract</b> <b>MANAGEMENT SECTOR, ADM</b> <b>DEPARTMENT OF JUSTICE CANADA</b> <b>ATT: CORP SERV BUSH CTR 613-946-383</b> <b>275 SPARKS ST</b> <b>OTTAWA ON K1A 0H8</b> <b>CANADA</b>	
<b>Request for quotation</b> <input type="checkbox"/>		<b>Demander de proposition</b> <input type="checkbox"/>	
<b>Contract</b> <input type="checkbox"/>		<b>Contrat</b> <input type="checkbox"/>	
<b>Arrangement</b> <input checked="" type="checkbox"/>		<b>Arrangement</b> <input checked="" type="checkbox"/>	
<b>Notes observe indicated terms by the Crown, of which some are in Canadian funds and terms applicable Canadian services and prices items. The Crown and only the (1987) is authorized to use and price. GST is included in the total amount and price. Please include pricing, including the GST. (Including additional charges) and/or other items not applicable for previous items. See the Supply Arrangement.</b>		<b>Notes observe indiqués termes par la Couronne, dont certains sont en fonds canadiens et termes applicables services et prix canadiens. La Couronne et seulement la (1987) n'est pas autorisée à utiliser les termes et prix. Le TPS est inclus dans le montant total et le prix. Veuillez inclure le prix, y compris le TPS. (Incluant d'autres charges) et/ou d'autres articles non applicables pour les articles précédents. Voir l'Arrangement en matière d'approvisionnement.</b>	
<b>Amount of the contract - Montant du contrat</b> <b>1</b>		<b>Amount of the contract - Montant du contrat</b> <b>1</b>	
<b>Amount of the contract - Montant du contrat</b> <b>1</b>		<b>Amount of the contract - Montant du contrat</b> <b>1</b>	
<b>Amount of the contract - Montant du contrat</b> <b>1</b>		<b>Amount of the contract - Montant du contrat</b> <b>1</b>	

1. The "Crown" means the Minister of Justice Canada and any other person authorized by him or her to act on his behalf.  
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne autorisée par lui à agir en son nom.  
2. The terms and conditions and the Supply Arrangement Order No. E6027-12009/1501 between the Minister and the Crown, as reproduced by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions générales et l'Arrangement en matière d'approvisionnement n° E6027-12009/1501 entre le Ministre et la Couronne, reproduites par le Ministre des Travaux Publics et des Services du Gouvernement du Canada, sont par la présente incorporées dans le présent document.

Item Article	Description	From - De Y.A.B.D-J	To - À Y.A.B.D-J	Contract Code Code du contrat	No. of Type N° de type	Price Unit / Unit Tarif unitaire	QST TPS	GST Total Total TPS	Total
300310	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. The purpose of amendment 001 is to change a resource to the contract from S. Gueinman to Marilyn Domagalski. Please see amended Resulting Contract Clauses. Design and facilitation services	2015.12.18	2015.01.29	19270			13%	2,236.00	19,436.00
<b>Notes:</b> The Minister of Justice Canada and any other person authorized by him or her to act on his behalf. <b>Notes:</b> Le Ministre de Justice Canada et toute autre personne autorisée par lui à agir en son nom. <b>Notes:</b> The purpose of amendment 001 is to change a resource to the contract from S. Gueinman to Marilyn Domagalski. <b>Notes:</b> Le but de l'amendement 001 est de changer une ressource du contrat de S. Gueinman à Marilyn Domagalski. <b>Notes:</b> Please see amended Resulting Contract Clauses. <b>Notes:</b> Veuillez voir les clauses du contrat modifiées. <b>Notes:</b> Design and facilitation services <b>Notes:</b> Services de conception et de facilitation									
<b>Signature:</b> <i>[Signature]</i> <b>Date:</b> 3/1/2015 <b>Signature:</b> <i>[Signature]</i> <b>Date:</b> 3/1/2015									





## AMENDMENT 001

Resulting Contract Clauses  
E60ZT-120001/501/ZT

### 1. Security Requirement

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

### 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 5. Term of Contract

#### 5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

### 6. Authorities

s.19(1)



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. -- 1000019696

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort  
Contracting and Materiel Officer  
Department of Justice Canada  
284 Wellington Street - EMB Room 1239  
Ottawa, ON K1A 0H8  
Telephone: 613-952-2243  
E-mail address: [melanie.beauvais-lefort@justice.gc.ca](mailto:melanie.beauvais-lefort@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.2 Project Authority

The Project Authority for the Contract is:

Marie Josée Thivierge  
ADM Management & CFO Sector  
Department of Justice Canada  
275 Sparks Street, SAT - 9101  
Ottawa, Ontario K1A 0H8  
Telephone: 613-907-3704  
E-mail address: [marie-josée.thivierge@justice.gc.ca](mailto:marie-josée.thivierge@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.3 Contractor's Representative

[REDACTED]  
108 Duford street  
Ottawa ON K1S 2C4  
Telephone: [REDACTED]  
Email: [REDACTED]

## 7. Payment

Department of Justice  
CanadaMinistère de la Justice  
Canada

s.19(1)

Requisition No. -- 1000019696

s.20(1)(c)

## 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]

Per Diem Rate [REDACTED]

Consultant: [REDACTED]

Per Diem Rate: [REDACTED]

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
	D. Dennery	Marilyn Domagalski
Step I: Prepare	1 day	0.5 day
Step II: Design	3 days	0
Step III: Facilitate	2.5 days	2.5 days
Step IV: Document	0.5 day	2 days
Total:	7	5 days
Professional Fees:	\$11,200	\$4,000
<b>Myers-Briggs Type Indicator</b> On line tool including participant set-up, coordination and follow-ups. 40 participants X \$50 per participant	\$2,000.00	
Sub-total	\$17,200.00	
HST	\$2,236.00	
<b>TOTAL</b>	<b>\$19,436.00</b>	

## 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$17, 200.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.



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3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.3 Method of Payment – Multiple Payments**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **7.4 Payment by Direct Deposit**

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

### **7.5 Discretionary Audit**

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.





Department of Justice  
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Canada

Requisition No. – 1000019696

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## **7.6 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## **8. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette  
Senior Administrative Officer  
Business Centre – Corporate Services Branch  
Management & CFO Sector  
275 Sparks Street, SAT – 9031  
Ottawa Ontario, K1A 0H8  
Telephone: 613-698-8174  
E-mail: [lucie.frenette@justice.gc.ca](mailto:lucie.frenette@justice.gc.ca)

### **8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## **9. Certifications - Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



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Canada

Requisition No. -- 1000019696

#### **10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

#### **12 Basis for Canada's Ownership of Intellectual Property**

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **13. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **14. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order



that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:



(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.





## **Annexe A – Statement of Work**

### **1. Title**

Facilitation Support for the Executive Retreat

### **2. Objective**

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

### **3. Deliverable**

#### **Step I: Prepare – Meet with ADM and lead organizer; familiarize with documentation**

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

#### **Step II: Develop Detailed Design**

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

#### **Step III: Facilitate**

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

#### **Step IV: Document**

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

Gouvernement du  
Canada

BEAUVAIS-LEFORT, M  
NATIONAL CAPITAL REGION  
REGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H5  
CANADA

Supply Arrangement Solicitation/Contract

Arrangements en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date de création - Date de révision à soumettre		Approuvé Officielle Sous Voie du Service acceptée		Approuvé Officielle - Proposé		Page 1 de 2	
Classés (1) et (2) selon les dates de dépôt des documents 1 et 2 et des documents partiels du document de		19278		Clas. (1) - Date, dépôt: 15 19278		Ser. No. 15 de série 3696	
Requies vos processus		Demande de préparation		Description		Méthodes d'ajout: Changement d'explication	
Contact		Contrat		MANAGEMENT SECTOR, ADM DEPARTMENT OF JUSTICE CANADA ATT: CORP SERV BUEN CTR 613-946-383 275 SPARKS ST OTTAWA ON K1A 0S8 CANADA		Coordonnées de communication à noter Spécifier l'heure	
Amélioration		Modification				Spécifier l'heure de Ajouter notes aux notes de base, si BES01015-1220202, 14 613-955-2242	
Approuvé Canadian: Justifier l'ajout de documents de l'ajout (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138) (139) (140) (141) (142) (143) (144) (145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160) (161) (162) (163) (164) (165) (166) (167) (168) (169) (170) (171) (172) (173) (174) (175) (176) (177) (178) (179) (180) (181) (182) (183) (184) (185) (186) (187) (188) (189) (190) (191) (192) (193) (194) (195) (196) (197) (198) (199) (200) (201) (202) (203) (204) (205) (206) (207) (208) (209) (210) (211) (212) (213) (214) (215) (216) (217) (218) (219) (220) (221) (222) (223) (224) (225) (226) (227) (228) (229) (230) (231) (232) (233) (234) (235) (236) (237) (238) (239) (240) (241) (242) (243) (244) (245) (246) (247) (248) (249) (250) (251) (252) (253) (254) (255) (256) (257) (258) (259) (260) (261) (262) (263) (264) (265) (266) (267) (268) (269) (270) (271) (272) (273) (274) (275) (276) (277) (278) (279) (280) (281) (282) (283) (284) (285) (286) (287) (288) (289) (290) (291) (292) (293) (294) (295) (296) (297) (298) (299) (300) (301) (302) (303) (304) (305) (306) (307) (308) (309) (310) (311) (312) (313) (314) (315) (316) (317) (318) (319) (320) (321) (322) (323) (324) (325) (326) (327) (328) (329) (330) (331) (332) (333) (334) (335) (336) (337) (338) (339) (340) (341) (342) (343) (344) (345) (346) (347) (348) (349) (350) (351) (352) (353) (354) (355) (356) (357) (358) (359) (360) (361) (362) (363) (364) (365) (366) (367) (368) (369) (370) (371) (372) (373) (374) (375) (376) (377) (378) (379) (380) (381) (382) (383) (384) (385) (386) (387) (388) (389) (390) (391) (392) (393) (394) (395) (396) (397) (398) (399) (400) (401) (402) (403) (404) (405) (406) (407) (408) (409) (410) (411) (412) (413) (414) (415) (416) (417) (418) (419) (420) (421) (422) (423) (424) (425) (426) (427) (428) (429) (430) (431) (432) (433) (434) (435) (436) (437) (438) (439) (440) (441) (442) (443) (444) (445) (446) (447) (448) (449) (450) (451) (452) (453) (454) (455) (456) (457) (458) (459) (460) (461) (462) (463) (464) (465) (466) (467) (468) (469) (470) (471) (472) (473) (474) (475) (476) (477) (478) (479) (480) (481) (482) (483) (484) (485) (486) (487) (488) (489) (490) (491) (492) (493) (494) (495) (496) (497) (498) (499) (500) (501) (502) (503) (504) (505) (506) (507) (508) (509) (510) (511) (512) (513) (514) (515) (516) (517) (518) (519) (520) (521) (522) (523) (524) (525) (526) (527) (528) (529) (530) (531) (532) (533) (534) (535) (536) (537) (538) (539) (540) (541) (542) (543) (544) (545) (546) (547) (548) (549) (550) (551) (552) (553) (554) (555) (556) (557) (558) (559) (560) (561) (562) (563) (564) (565) (566) (567) (568) (569) (570) (571) (572) (573) (574) (575) (576) (577) (578) (579) (580) (581) (582) (583) (584) (585) (586) (587) (588) (589) (590) (591) (592) (593) (594) (595) (596) (597) (598) (599) (600) (601) (602) (603) (604) (605) (606) (607) (608) (609) (610) (611) (612) (613) (614) (615) (616) (617) (618) (619) (620) (621) (622) (623) (624) (625) (626) (627) (628) (629) (630) (631) (632) (633) (634) (635) (636) (637) (638) (639) (640) (641) (642) (643) (644) (645) (646) (647) (648) (649) (650) (651) (652) (653) (654) (655) (656) (657) (658) (659) (660) (661) (662) (663) (664) (665) (666) (667) (668) (669) (670) (671) (672) (673) (674) (675) (676) (677) (678) (679) (680) (681) (682) (683) (684) (685) (686) (687) (688) (689) (690) (691) (692) (693) (694) (695) (696) (697) (698) (699) (700) (701) (702) (703) (704) (705) (706) (707) (708) (709) (710) (711) (712) (713) (714) (715) (716) (717) (718) (719) (720) (721) (722) (723) (724) (725) (726) (727) (728) (729) (730) (731) (732) (733) (734) (735)							

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
"le ministre" désigne le ministre de la Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and conditions set out in this Supply Management Schedule. ESDCT-120001/501 between the Vendor and the Crown, as approved by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions régissant tous les engagements en matière d'approvisionnement d'ESDC, s'inscrivent dans le processus de la Couronne, approuvés par le ministre des Travaux publics et Services gouvernementaux Canada, et sont hereby incorporées dans le présent document.

Sl. No.	Description	From: Date Y-M-D	To: Date Y-M-D	Commodity Code Code description	No. of Days Hrs:Min	From: Rate / Day To:Rate / Day	GST % NTS	GST Total Total TDS	Total
00019	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés.  Design and Facilitation services	2015.12.18	2016.03.31	19270			13%	2,236.00	19,436.00

[illegible]



Government of  
Canada

Gouvernement du  
Canada

## Supply Arrangement: Solicitation/Contract

Supply Arrangement/ Solidation Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Commodity Code Code commercial	No. of Days N° de jours	Price/Net Unit Taux/Net. l'unité	QSTN N.T.P.S.	QST Total Total T.P.S.	Total
	Financial Codes Codeage Financier 5130-16010-15---3750 -4010 ===== The currency of this P.O. is - La devise de ce bon est : CAD ===== Amount Montant 17,300.00								

FILE 5729-24 15713003

Requisição No. - Lascado		
Ord. de - Por. depon.	V. An.	Ser. No. - N° de série
19270	15	2696

Page	2	3	4
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Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No.: 100019606\_AMD002

Resulting Contract Clauses  
ESGZT-120001/501/ST

**AMENDMENT 002**

The purpose of this amendment is to extend the end date of the contract until March 31<sup>st</sup>, 2016.

In order to do so:

**DELETE:** Section 5.1 Period of the Contract in its entirety

**REPLACE WITH:**

**5.1 Period of the Contract**

The Work is to be performed during the period of December 18, 2015 to March 31<sup>st</sup>, 2016.

All other terms and conditions remain the same